

UNOFFICIAL COPY

DEED dated June 19, 1990

FORMERLY KNOWN AS LAGRANGE STATE BANK, by First Illinois Bank & Trust, / as trustee under the provisions of a deed, or deeds in trust, duly recorded and delivered to the said bank in pursuance of a trust agreement dated the 21st day of January 1977, and known as Trust Number 4175 grantor, in favor of Cole Taylor Bank, as trustee u/t #4599 dated 7/28/86, 7601 South Cicero

90332685

(The Above Space For Recorder's Use O

Avenue, Chicago, Illinois grantee, WITNESSETH, That grantor, in consideration of the sum of Ten (\$10.00)-----00/100

Dollars and other good and valuable considerations in hand paid, and pursuant to the power and authority vested in the grantor, does hereby convey and quitclaim unto the grantee, in fee simple, the following described real estate, situated in the County of Cook and State of Illinois, to wit:

That part West of the East 13 Chains of the South East 1/4 of the South East 1/4 (except the East 216 feet of the South 300 feet thereof) of Section 31, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois excepting that part thereof dedicated for highway recorded September 10, 1912 as Document Number 5039929 in Cook County, Illinois.

SUBJECT TO: Covenants, conditions and restrictions of record and 1990 real estate taxes and subsequent years.

COOK COUNTY RECORDER

DEPT-01 RECORDING TRAN 1598 07/11/90 12:27:00 #7736 # B * 90-332685

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This conveyance is made pursuant to direction and with authority to convey directly to the trust grantee named herein. The powers and authority conferred upon said trust grantee are recited on the reverse side hereof and incorporated herein by reference.

and commonly known as: 11350 West 87th Street, Hinsdale, Illinois together with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

Real Estate Tax Number(s): 18-31-403-074 (LOP)

IN WITNESS WHEREOF, the grantor as trustee aforesaid, has caused its corporate seal to be hereto affixed and has caused its name to be signed and attested to this deed by its duly authorized officers the day and year set forth above

ATTEST: *Illiana Grimm* Pro Secretary BY: *[Signature]* Land Trust Officer

FIRST ILLINOIS BANK & TRUST as trustee aforesaid.

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to this deed are personally known to me to be duly authorized officers of the First Illinois Bank & Trust and that they appeared before me this day in person and severally acknowledged that they signed and delivered this deed in writing as duly authorized officers of said corporation and caused the corporate seal to be affixed thereto pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

OFFICIAL SEAL CYNTHIA M ABRAHAMSON NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. FEB 17, 1995

Given under my hand and official seal, this 22nd day of June 1990 Commission expires 19

Cynthia M. Abrahamson NOTARY PUBLIC

This instrument was prepared by First Illinois Bank & Trust 14 South LaGrange Road, LaGrange, IL

ADDRESS OF PROPERTY 11350 West 87th Street

WILLOW SPRINGS, ILLINOIS

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED. SEND SUBSEQUENT TAX BILLS TO:

COLE TAYLOR BANK U/T 4599 (Name)

7601 S, CICERO, CHGO., IL (Address)

MAIL TO: *1021 22nd Street* (Address)

OR RECORDER'S OFFICE BOX NO.

14th March

LAND TITLE CO.

4

XL-80-4977-08

AFFIX RIDERS

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TRUSTEE'S DEED

FIRST ILLINOIS BANK
& TRUST

As Trustee

TO

T-200LJ12785

Property of Cook County

TO HAVE AND TO HOLD the real estate with the appurtenances upon the trusts and for the uses and purposes herein and in the trust agreement set forth.

Full power and authority are hereby granted to the trustee to subdivide and resubdivide the real estate of any part thereof, to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof, to contract to sell, to grant options to purchase, to sell on any terms; to convey either with or without consideration; to convey the real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the trustee; to donate, to dedicate, mortgage or otherwise encumber the real estate or any part thereof; to lease the real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter; to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals; to partition or to exchange the real estate, or any part thereof, for other real or personal property, to grant easements or changes of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to the real estate or any part thereof; and to deal with the real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the trustee in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the real estate, or to be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of conveyance thereof the trust created herein and by the trust agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained herein and in the trust agreement or in any amendment thereof and binding upon all beneficiaries thereunder; (c) that the trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease or mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor or in trust.

This conveyance is made upon the express understanding and condition that neither the trustee nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything if they or its agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment to the Deed, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into, only in the name of the then beneficiaries under said Trust Agreement as their attorney in fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligations or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, avails and proceeds arising from the mortgage, sale, or other disposition of the real estate, and such interest is hereby declared to be personal property, and no beneficiary under the trust agreement shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the possessions, earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

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COMMONWEALTH LAND
TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

PLAT ACT AFFIDAVIT

1. Said Act is not applicable as the grantors own no property adjoining the premises described in said deed. (Existing Parcel).

OR

The conveyance falls in one of the following exemptions permitted by the Amended Act which became effective July 12, 1959.

2. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
3. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance of land owned by railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. Conveyances made to correct descriptions in prior conveyances.
9. The sale or exchange of parcels or tracts of land existing on the date of the Amendatory Act into no more than 2 parts and not involving any new streets or easements of access.
10. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land as determined by the dimensions and configuration of the larger tract on October 1, 1973.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that they ~~we~~ make this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

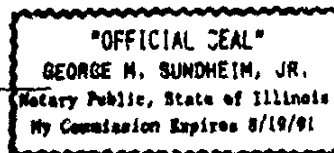
SUBSCRIBED and SWORN to before me

This 26th day of June, 19 90.

Elmer O. Mueller
(Elmer O. Mueller)

Arnold A. Mueller
(Arnold A. Mueller)

George H. Sundheim, Jr.
Notary Public



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